

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

CHRISTOPHER PRUETT,  
Plaintiff,  
vs.  
UNIFI AVIATION, L.L.C.,  
Defendant.

CASE NO. 3:23-cv-00008-LRH-CLB  
**PROTECTIVE ORDER**

**I. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action may involve production of confidential, proprietary, or private information for which special protection from disclosure may be warranted under Federal Rule of Civil Procedure 26(c)(1). To promote the exchange of discovery, the Court grants the request that the following proposed Protective Order be approved by this Court before certain information and documents are produced. The proposed Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends to only the limited information or items that are entitled under law to treatment as confidential.

## **II. STIPULATION**

### **1. Scope**

All documents produced in the course of discovery, all responses to discovery requests, and all deposition testimony and exhibits and any other materials which may be subject to discovery (hereinafter collectively “Discovery Material”) shall be subject to this protective order concerning confidential information as set forth below. Any party, or any third party who produces documents in this litigation, may designate documents as “Confidential” or “Attorneys’ Eyes Only,” but only after review of the documents by an attorney who has, in good faith, determined that the documents contain “Confidential Information,” as defined below, and pursuant to the procedure set forth below.

### **2. Definition of Confidential Information**

As used herein:

a. “Confidential Information” shall mean all information (regardless of how generated, stored, or maintained), material, tangible things, or testimony that qualify for protection under standards developed under the Federal Rules of Civil Procedure, produced by or disclosed to a Received party by a Producing party that the Producing party or a Designating party reasonably and in good faith considers to be confidential or proprietary information or trade secrets of the Producing party and which has been so designated by the Producing party or Designating party. Such information, material, tangible things, or testimony may include, but is not limited to, trade secrets, proprietary business information, competitively sensitive information, technical information, customer information, confidential information relating to employees, vendor information, financial information, sales data, business plans and strategies, agreements and communications, or other information the disclosure of which the Producing party or the Designating party reasonably and in good faith considers to be confidential or proprietary information or trade secrets of the Producing party or the disclosure of which would otherwise be detrimental to the conduct of the Producing party’s business or the business of any of the Producing party’s customers or clients.

1 Extracts and summaries of Confidential Information shall also be treated as confidential.

2 The following are examples of information that is not Confidential Information:

3 i. published advertising materials;

4 ii. any information that is, or, after its disclosure to a Receiving party, becomes  
5 part of the public domain as a result of publication not involving a violation of this  
6 Protective Order;

7 iii. information that the Receiving party can show by written records was already  
8 known to it prior to the disclosure, provided that it was either (i) received from the Producing  
9 party and was not received under an express or implied obligation of confidentiality to the  
10 Producing party, or (ii) received from a source who obtained the information lawfully and under  
11 no express or implied obligation of confidentiality to the Producing party;

12 iv. any information that the Receiving party can show by written records was  
13 received by it after the disclosure from a source who obtained the information lawfully and under  
14 no express or implied obligation of confidentiality to the Producing party; and

15 v. any information that the Receiving party can show was independently  
16 developed by it after the time of disclosure by personnel who did not have access to the Producing  
17 party's Confidential Information.

18 b. "Attorney Eyes Only Information" shall mean all Confidential Information that,  
19 consistent with the terms and conditions below, the Producing party or Designating party  
20 reasonably and in good faith considers to be so sensitive that its dissemination deserves further  
21 limitation by preventing the disclosure thereof to the Receiving party. As such, Attorney Eyes  
22 Only Information shall only be disclosed to the Receiving party's counsel and persons identified  
23 in Paragraph II(4)(b) herein below, but shall not be disclosed to the Receiving party. Attorney  
24 Eyes Only Information is a subset of Confidential Information, and shall be treated as  
25 Confidential Information, except as specifically stated otherwise hereinbelow.

26 c. "Producing party" shall mean any Party to this action or any non-party to this  
27 action producing Confidential Information in connection with depositions, document production  
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1 or otherwise, or the party asserting the confidentiality privilege, as the case may be.

2 d. “Receiving party” shall mean any Party to this action or any non-party to this  
3 action receiving Confidential Information in connection with depositions, document production or  
4 otherwise in this action.

5 e. “Designating party” shall mean any party to the above-captioned action or any  
6 Producing party that designated the Confidential Information as “confidential” by notation on the  
7 document, statement on the record of the deposition, written advice to the respective undersigned  
8 counsel for the Parties hereto if the Confidential Information is not reduced to documentary,  
9 tangible, or physical form, if the Confidential Information cannot conveniently be so designated,  
10 or consistent with the terms of this Protective Order, or by other appropriate means.

### 11 **3. Right to Designate Information as Confidential**

12 Subject to the terms of paragraphs II(4) and II(8), any party may act as a Designating  
13 party and designate information, material, tangible things, or testimony produced or given by a  
14 Producing party in connection with this action that said Designating party reasonably and in good  
15 faith considers to be Confidential Information by notation on the document, statement on the  
16 record of the deposition with subsequent notation by the Producing party or Designating party on  
17 the cover page of the deposition transcript if not already present on the cover page of the  
18 transcript when received from the court reporter, written advice to the respective undersigned  
19 counsel for the Parties hereto if the Confidential Information is not reduced to documentary,  
20 tangible, or physical form, if the Confidential Information cannot conveniently be so designated,  
21 or consistent with the terms of this Protective Order, or by other appropriate means.

22 Subject to the terms of Paragraph II(4), Confidential Information that a Producing party  
23 or Designating party reasonably and in good faith considers to be Attorney Eyes Only  
24 Information shall be designated accordingly by notation on the document, statement on the record  
25 of the deposition with subsequent notation by the Producing party or Designating party on the  
26 cover page of the deposition transcript if not already present on the cover page of the transcript  
27 when received from the court reporter, written advice to the respective undersigned counsel for  
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1 the Parties hereto if the Confidential Information is not reduced to documentary, tangible, or  
2 physical form, if the Confidential Information cannot conveniently be so designated, or consistent  
3 with the terms of this Protective Order, or by other appropriate means

#### 4 **4. Treatment of Confidential Information**

5 Except with the prior written consent of the Designating party or by order of the Court,  
6 Confidential Information shall not be furnished, disclosed, or shown to any person or entity except  
7 to:

8 a. A Party, or officers, directors, employees, and agents of a Party actually engaged in  
9 assisting in the preparation of this action for trial or other proceeding herein and who have been  
10 advised of their obligations hereunder, except that Attorney Eyes Only Information shall not be  
11 disclosed to any Party, or personal of any Party;

12 b. Counsel for the Parties to this action and their associated attorneys, paralegals and  
13 other professional personnel (including support staff) who are directly assisting such counsel in the  
14 preparation of this action for trial or other proceeding herein, are under the supervision or control of  
15 such counsel, and who have been advised by such counsel of their obligations hereunder;

16 c. Expert witnesses or consultants retained by the Parties or their counsel to furnish  
17 technical or expert services in connection with this action or to give testimony with respect to the  
18 subject matter of this action at the trial of this action or other proceeding herein; provided, however,  
19 that such Confidential Information is furnished, shown or disclosed in accordance with Paragraph  
20 II(6) hereof;

21 d. The Court and court personnel, if filed in accordance with Paragraph II(11) hereof;

22 e. Any independent litigation support services, including persons working for or as  
23 court reporters, graphics or design services, jury or trial consulting services, and photocopy,  
24 document, imaging, and database services retained by the Parties, if furnished, shown or disclosed  
25 in accordance with Paragraph II(7) hereof;

26 f. Trial and deposition witnesses, if furnished, shown, or disclosed in accordance with  
27 Paragraphs II(6), II(7), and II(9), respectively, hereof; and  
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1           g. Any other person agreed upon in writing by the Parties.

2           Confidential Information shall be utilized by the Receiving party and its counsel only for  
3 purposes of preparing for, conducting, participating in the conduct of, prosecuting, or defending the  
4 above-captioned action and not for any other purposes.

5           If a Producing party or Designating party determines that information should have been  
6 designated as Confidential Information but was not, it shall notify the Receiving party in writing as  
7 soon as practicable following such determination. The Receiving party shall then make a  
8 reasonably diligent effort to retrieve the Confidential Information and otherwise ensure that persons  
9 to whom the Confidential Information was disclosed will treat it as confidential.

10          Any person receiving Confidential Information shall not reveal or discuss such information  
11 to or with any person not entitled to receive such information under the terms hereof.

## 12                           **5. Disagreement Regarding Confidentiality**

13          The Receiving Party may, at any time, notify the Producing party in writing that the  
14 Receiving party does not concur in the designation of information, material, tangible things, or  
15 testimony as Confidential Information or Attorney Eyes Only Information, and the parties shall  
16 attempt to meet and confer to resolve the dispute by mutual agreement. If the dispute is not so  
17 resolved, within twenty (20) days of the parties' agreement that the meet and confer process will  
18 not resolve their dispute, the contesting party may move the Court for a ruling on the dispute, with  
19 the contesting party bearing the burden of proof. If no such motion is filed, such information,  
20 material, tangible things, or testimony shall continue to be treated as Confidential Information or,  
21 where applicable, Attorney Eyes Only Information. If such motion is filed, the information,  
22 material, tangible things, or testimony shall be treated as Confidential Information or, where  
23 applicable, Attorney Eyes Only Information, unless and until the Court rules otherwise.

## 24                           **6. Disclosure of Confidential Information to Expert Witnesses and** 25                           **Consultants**

26          Before any disclosure of Confidential Information is made to an expert witness or  
27 consultant pursuant to Paragraph II(4)(c) hereof, counsel for the party disclosing the Confidential  
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1 Information shall provide a copy of this Protective Order and a copy of the  
2 Acknowledgment and Agreement to be Bound by Protective Order attached hereto as Exhibit A  
3 (the "Acknowledgment") to the aforementioned expert witness or consultant. Said expert  
4 witness or consultant shall execute the Acknowledgment before any Confidential  
5 Information is disclosed. Counsel for the party disclosing the Confidential Information shall supply  
6 a copy of the Acknowledgment executed by the expert witness or consultant to counsel for the  
7 other party at the time of the Disclosure of the Confidential Information.

## 8 **7. Depositions**

9 All depositions shall presumptively be treated as Confidential Information and subject to  
10 this Protective Order during the deposition and for a period of fifteen (15) days after a transcript  
11 of said deposition is received by counsel for each of the Parties. Subject to the terms of Paragraph  
12 II(4), at or before the end of such fifteen-day period, the Producing party or Designating party shall  
13 reasonably and in good faith designate any testimony contained in the deposition it considers  
14 to be Confidential Information or Attorney Eyes Only Information, if applicable.

15 This Protective Order shall not preclude counsel for the Parties from using during any  
16 deposition in this action any information, material, tangible things, or testimony that has been  
17 designated as Confidential Information under the terms hereof. Any court reporter or  
18 deposition witness who is given access to Confidential Information shall, prior thereto, be provided  
19 with a copy of this Protective Order and a copy of the Acknowledgment attached hereto as Exhibit  
20 A. Said court reporter or deposition witness shall execute the Acknowledgement before the  
21 disclosure of any Confidential Information. Counsel for the party disclosing the Confidential  
22 Information shall supply a copy of the Acknowledgement executed by the court reporter or  
23 deposition witness to counsel for the other Parties at the time of the disclosure of the Confidential  
24 Information.

## 25 **8. Confidential Information Provided by Non-Parties**

26 A Party may act as a Designating party and designate as Confidential Information subject  
27 to this Protective Order any information, material, tangible things, or testimony produced  
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1 or given by any non-party to this action, or any portion thereof, that the Designating party  
 2 reasonably and in good faith considers to be Confidential Information by notation on the document,  
 3 statement on the record of the deposition with subsequent notation by the Producing party or  
 4 Designating party on the cover page of the deposition transcript if not already present on the cover  
 5 page of the transcript when received from the court reporter, written advice to the respective  
 6 undersigned counsel for the Parties hereto if the Confidential Information is not reduced to  
 7 documentary, tangible, or physical form, if the Confidential Information cannot conveniently be so  
 8 designated, or consistent with the terms of this Protective Order, or by other appropriate means.

9 In the case of Confidential Information or Attorneys' Eyes Only Information not already so  
 10 designated when produced or given by any non-party to this action, the Producing party or  
 11 Designating party shall notify all counsel in writing of the Confidential Information or  
 12 Attorney Eyes Only Information which said party reasonably and in good faith considers to be  
 13 Confidential Information or Attorney Eyes Only Information and, therefore is to be treated as  
 14 such. Subject to the terms of Paragraph II(4), said written notification may be made at any time  
 15 up to fifteen (15) days after receipt of copies of the aforementioned Confidential Information or  
 16 Attorney Eyes Only Information provided by counsel for the party asserting the confidentiality  
 17 privilege. In the case of deposition testimony, any designation of Confidential Information  
 18 or Attorney Eyes Only Information shall be made pursuant to Paragraph II(7).

## 20 **9. Disclosure at Hearing or Trial**

21 Should the need arise for any of the Parties to disclose Confidential Information during any  
 22 hearing or trial before the Court, including through argument or the presentation of evidence, such  
 23 Party may do so only after taking such steps as the Court, upon motion of the Disclosing party, shall  
 24 deem necessary to preserve the confidentiality of such Confidential Information.

## 25 **10. Limitations on Copying**

26 No copies, summaries, or abstracts of Confidential Information shall be made by a Party, or  
 27 its attorneys, for distribution or use by any person other than those described in Paragraph II(4)  
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hereof.

## 11. Confidential Information Filed with the Court

The Parties shall follow LR IA 10-5 of the Local Rules of Practice for the U.S. District Court of Nevada and must file documents under seal under the Court's electronic filing procedures.

The Parties recognize the presumption of public access inherent in judicial records and that this Protective Order does not conclusively establish that any document meets the standards for sealing set forth in LR IA 10-5 of the Local Rules of Practice of the U.S. District Court of Nevada and the Ninth Circuit's decisions in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006) and *Ctr. for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9th Cir.), *cert. denied sub nom. FCA U.S. LLC v. Ctr. for Auto Safety*, 137 S. Ct. 38 (2016). When a motion to seal is related to documents directly relevant to the merits of the case, a "party seeking to seal a judicial record then bears the burden of overcoming this strong presumption by meeting the 'compelling reasons' standard." *Kamakana*, 447 F.3d at 1178. But when motion to seal is related to documents not directly relevant to the merits of the case, a party may overcome this presumption by meeting a less exacting "good cause standard." *Chrysler Group*, 809 F.3d at 1097. To establish good cause, a party must show specific prejudice or harm—such as protecting a party from annoyance, embarrassment, oppression, or undue burden or expense—will result if the motion to seal is denied. *Id.* (quoting Fed. R. Civ. P. 26(c)). Further, the Court should make an independent determination regarding whether documents merits sealed status, and thus expressly reserves the right to do so. *Kamakana*, 447 F.3d at 1186-87.

## 12. Public Information

Pursuant to the terms of Paragraph II(4) hereto, any information, material, tangible things, or testimony which have been designated as Confidential Information and were also legally and properly within the public domain prior to their designation as Confidential Information need not be treated as Confidential Information. However, if such Confidential Information became available to the public as a result of any improper conduct or in violation of this

1 Protective Order, any contract, or court order, such Confidential Information must still be  
2 treated as such under this Protective Order.

### 3 **13. Requests for Confidential Information**

4 If a Party is served with a subpoena or an order issued in other litigation that would compel  
5 disclosure of Confidential Information designated under the terms of this Protective Order,  
6 the Party must so notify the Designating party, in writing (by e-mail or fax, if possible) within  
7 five (5) court days after receiving the subpoena or order.

8 If a Party subject to state or federal public records disclosure laws receives a request for  
9 disclosure of public records which it reasonably believes may compel disclosure of  
10 Confidential Information designated under the terms of this Protective Order, the Party must so  
11 notify the Designating party, in writing (by e-mail or fax, if possible) within five (5) court  
12 days after receiving such request.

### 13 **14. Waiver**

14 The production or disclosure of Confidential Information shall in no way constitute a  
15 waiver of each Party's right to object to the production or disclosure of other information in this  
16 action or in any other action. Nothing herein shall be deemed to waive any privilege recognized  
17 by law, or shall be deemed an admission as to the admissibility in evidence of any facts or  
18 documents revealed in the course of disclosure.

19 Pursuant to the terms of Paragraph II(4), at any time after any information,  
20 material, tangible things, or testimony is designated as Confidential Information under this  
21 Protective Order, the Designating Party may agree in writing that the Confidential Information  
22 may be disclosed to designated persons employed by the Receiving party.

### 23 **15. No Prejudice / Amendment**

24 This Protective Order is entered into without prejudice to the right of either Party to  
25 seek relief from, or modification of, this Protective Order or any provisions thereof by  
26 properly noticed motion to the Court or to challenge any designation of confidentiality as  
27 inappropriate under the Federal Rules of Civil Procedure or other applicable law. This  
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Protective Order may be amended by the written agreement of counsel for the Parties.

### **16. Disposition or Termination of Action**

This Protective Order shall continue to be binding upon the Parties and their attorneys, successors, executors, personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions, employees, agents, independent contractors, or other persons or organizations over which they have control after the conclusion of this litigation except (a) that there shall be no restriction on documents and information that are used as exhibits in Court (unless such exhibits were filed under seal) or that become a matter of public record; and (b) that a Party may seek written permission of the Designating party or further order of the Court with respect to dissolution or modification of all or any part of this Protective Order. This Court maintains jurisdiction over the Parties and recipients of the Confidential Information for enforcement of the provisions of this Protective Order while this case is proceeding. However, the Court's jurisdiction will terminate upon the dismissal of this action.

Further, after the final termination of this action and unless the Parties agree otherwise, each Party shall:

- a. Assemble and make available for return to the Designating party or destroy (and in all cases, not retain) all information, documents, materials, tangible things, summaries, computer records and abstracts containing Confidential Information;
- b. Make available for return or destroy (and in all cases, not retain) every portion of other information, documents, materials, tangible things, or memoranda purporting to reproduce or paraphrase Confidential Information;
- c. Upon request made in writing by the Designating Party, certify in writing that the procedures set forth above have been completed; and
- d. Agree not to disclose the substance of any Confidential Information revealed to it by the Designating party.

### **17. Binding Effect**

This Order shall take effect when entered and shall be immediately binding upon the

1 Parties (as defined herein). It shall also be binding upon subsequent parties that are added to this  
2 matter, each of which shall execute **Exhibit A** (Agreement to be bound).

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4 IT IS SO ORDERED.

5 DATED this 30th day of June, 2023.  
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10 U.S. MAGISTRATE JUDGE  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY  
PROTECTIVE ORDER**

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

CHRISTOPHER PRUETT,

Plaintiff,

vs.

UNIFI AVIATION, L.L.C.,

Defendant.

CASE NO. 3:23-cv-00008-LRH-CLB

**CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER**

I, \_\_\_\_\_, state that:

1. My address is

2. My present employer is \_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_.

4. I understand that I am about to receive Confidential Information supplied in connection with the above-captioned action, the case styled as *Christopher Pruett v. Unifi Aviation, L.L.C.*, Case No., 3:23-cv-00008-LRH-CLB. I understand that the Confidential Information is provided to me subject to the terms and restrictions contained in the Protective Order filed in the above-captioned action.

5. I have received a copy of the Protective Order entered in the above-entitled action on the following date: \_\_\_\_\_.

6. I have carefully read and understand the provisions of the Protective Order.

7. I will comply with all of the provisions of the Protective Order.

